

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DOUGLAS FINNEGAN,
Plaintiff

V.

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,
Defendant

CIVIL ACTION NO.

COMPLAINT

INTRODUCTION

This is a lawsuit to allow for disability insurance premium waiver benefits under a group life insurance Plan sponsored by the Boston Medical Center.

PARTIES

1. Plaintiff Douglas Finnegan (“Doug”), is a Massachusetts resident residing in Peabody, Massachusetts.
2. Michael was employed at all relevant times by the Boston Medical Center Corporation (“BMC”) which sponsored the BMC group life insurance Plan (the “Plan”). BMC is a Massachusetts corporation with a principle place of business located at 1 Boston Center Plaza, Boston, Massachusetts 02118. The Plan was fully insured by insurance issued by the Hartford Life and Accident Insurance Company (“The Hartford”).
3. The Hartford is a Connecticut corporation licensed to do business as an insurance company in the Commonwealth of Massachusetts, with a principal place of business located at 1 Hartford Plaza, Hartford, Connecticut, 06155.

JURISDICTION AND VENUE

4. At all times relevant to the onset of his disability in 2019, Doug lived in Peabody Massachusetts and worked for the BMC.

5. On information and belief, this Court has original jurisdiction for claims for benefits arising under the Employer Retirement Security Act (“ERISA”) and 29 U.S.C. §1132.

FACTS

6. At all times relevant, Doug was an eligible participant in the Plan which has a provision which waived any premium owed for life insurance coverage under the Plan in the event that Doug was disabled under the terms of the Plan.

7. In order to qualify for the life insurance premium waiver benefit, the Plan generally required Doug to be incapable of “doing any work for which you are, or could become, qualified by 1.) education; 2.) training; or 3.) experience.

8. The Plan concluded that Doug was disabled as of November 2019 and waived his life insurance premium under the Plan.

9. On or about October 26, 2020 The Hartford terminated his disability premium waiver benefit when it concluded that Doug no longer satisfied the definition of disability under the Plan.

10. Doug timely appealed the denial.

11. The Plan denied Doug’s appeal on or about July 23, 2021.

COUNT I

12. Doug repeats and realleges the allegations set forth in paragraphs 1 through 11 as if fully set forth herein.

13. The Hartford violated Doug's right to a full and fair review promised under ERISA.

14. The Hartford's denial of Doug's claim and appeal was arbitrary and was inconsistent with the terms of the Plan.

15. As a result of the Plan's refusal and failure to waive life insurance premium for Doug's disability, Doug is entitled to recover benefits and to enforce his rights under the Plan.

WHEREFORE, Plaintiff Douglas Finnegan demands relief and judgment against the Defendant Plan as follows:

- a. Injunctive relief declaring the rights, duties and remedies of the parties regarding his claim for benefits under the Plan.
- b. An amount of damages to be determined by this Court, plus pre-judgment interest, post-judgment interest, costs and reasonable attorneys' fees allowed by statute or otherwise.

DOUGLAS FINNEGAN

By his attorney,

/s/ George M. Thompson

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Dated: September 26, 2021